

The CSU Fullerton Auxiliary Services Corporation (CSUFASC) requires that its parties in agreement and contracted vendors maintain an insurance policy or policies. To ensure that the necessary policies and adequate coverage is currently in place the CSUFASC requires vendors to have their insurance representative submit a certificate of insurance to the following address:

CSU Fullerton Auxiliary Services Corporation
2600 E. Nutwood Suite 275
Fullerton, CA 92831

Attn: ASC Financial Service Division
657-278 -4154
657-278- 4153

Insurance coverage requirements:

- **Commercial General Liability**: minimum limits coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit written on occurrence form for personal injury and bodily injury liability, and property damage, including premises/operations, broad form property damage, products/completed operations, contractual liability and independent contractors. Errors and Omission insurance is required for professional services and consultants.
- **Business Automobile Liability**: coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
- **Liquor Liability**: (Where Applicable) This coverage necessary if contractor/vendor will be providing liquor/beer/wine service. Minimum amount of coverage \$1,000,000.
- **Workers Compensation** as required by the State of California, including Employer Liability coverage of not less than \$1,000,000.
- The vendor's insurance carrier must be rated A-VII at minimum, according to A.M. Best & Company.
- Vendor and vendor's insurance carrier waive their rights of subrogation.
- **Additional Insured Endorsement** (except for Workers Compensation): **The State of California, Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, and all of its other departments, boards, volunteers, commissions, and its officers, employees and agents are hereby declared to be additional insureds as respects to the activities of named insured.**
- **Indemnification**: [Vendor – Sub-Contractor] shall indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton, CSU Fullerton Auxiliary Services Corporation, their officers, employees, representatives and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with [Vendor – Contractor] performance of work

hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Campus or CSU Fullerton Auxiliary Services Corporation.

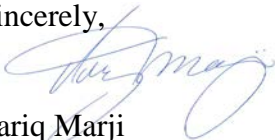
- Vendor waives the subrogation rights of the insurer, and releases the CSU Fullerton Auxiliary Services Corporation from liability for any loss or damage covered by said insurance.
- CSU Fullerton Auxiliary Services Corporation shall not be liable for the payment of premiums or assessments on this policy.
- Should any of the described policies be cancelled before the expiration date set forth in this certificate, the issuing company will endeavor to mail 30 days written notice to the certificate holder, CSU Fullerton Auxiliary Services Corporation
- The insurance coverage provided by insured will be primary protection and certificate holder insurance will be in excess of and not contribute with insurance provided by this policy.

The CSU Fullerton Auxiliary Services Corporation in addition to any other remedies it may have if party in agreement or contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CSUFASC may, after providing notice to party in agreement or contractor and providing party in agreement or contractor opportunity to provide such policies or policy endorsements, at its sole option:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under agreement;
- Order party in agreement or contractor to stop work under this agreement or contract and or without any payment(s) which become due to party in agreement or contractor hereunder until party in agreement or contractor demonstrates compliance with the requirements hereof.

Exercise of any of the above remedies, however, is an alternative to other remedies the CSUFASC may have and is not exclusive remedy for parties in agreement or contractor's failure to maintain insurance or secure appropriate endorsements.

Sincerely,



Tariq Marji
Chief Financial Officer / Treasurer
CSU Fullerton Auxiliary Services
2600 Nutwood Ave. Suite 275
Fullerton, Ca 92831